

DECISION

Dispute Codes OPR, MNR, MNSD, FF

Introduction

This is an application filed by the Landlord for an order of possession resulting from a 10 day notice to end tenancy for unpaid rent, a monetary order request for unpaid rent, to keep all or part of the security deposit and recovery of the filing fee.

Both parties attended the hearing by conference call and gave testimony.

At the beginning of the hearing, the Landlord stated that she is no longer seeking a monetary order for unpaid rent. The Tenant has made a cash payment of \$400.00 on June 20, 2011 for which the Landlord issued a receipt for use and occupancy only. The Tenant has confirmed this. The Landlord's monetary order request for unpaid rent is withdrawn.

Issue(s) to be Decided

Is the Landlord entitled to an order of possession?

Background and Evidence

This tenancy started on November 8, 2008 on a fixed term tenancy for 6 months ending April 31, 2009 and thereafter continued on a month to month basis until the present. The monthly rent is \$700.00 payable on the 1st of each month and a security deposit of \$350.00 was paid at the beginning of the tenancy as shown in the submitted signed tenancy agreement.

The Landlord states that the 10 day notice to end the tenancy was served in person on June 2, 2011. The Tenant has confirmed receiving the notice. The Tenant has confirmed not paying the rent within the allowed 5 days nor has she filed an application for dispute within the same allowed time frame. The Tenant states that she paid the rent, but is unable to provide any evidence of such. The Landlord disputes this stating that no rent was paid within the allowed 5 days. The only payment was \$400.00 received on June 20, 2011 which the Landlord issued a receipt for use and occupancy only.

Analysis

I am satisfied that the Landlord has properly served the notice of hearing package in person on the Tenant. The Tenant has not filed any evidence. The 10 day notice was properly served on the Tenant on June 2, 2011. The Tenant has confirmed receiving the notice.

Based upon the direct testimony of both parties I am satisfied that the Tenant failed to pay rent due on June 1, 2011 and did not pay the outstanding rent or file an application for dispute. The Tenant is deemed to accept that the Tenancy is at an end. The Landlord has established her claim and is entitled to an order of possession. The Tenant must be served with the order of possession. Should the Tenant fail to comply with the order, the order may be filed in the Supreme Court of British Columbia and enforced as an order of that Court.

Having been successful in her application the Landlord is entitled to the recovery of the \$50.00 filing fee. I order that the Landlord retain \$50.00 from the security deposit in satisfaction of this award.

Conclusion

The Landlord is granted an order of possession.
The Landlord may retain \$50.00 from the security deposit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 30, 2011.

Residential Tenancy Branch